



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt four resolutions authorizing the City Manager to allocate Public Benefit Program funds, and/or execute contracts with professional service organizations to assist in coordinating designated Public Benefit-funded programs as identified below (EUD):

- a) Recommend approval of the *Lodi Solar Education Outreach Project* (\$75,000);
- b) Recommend approval of the *Lodi Electronic Waste Clean-Up Day* event (\$22,000);
- c) Recommend continuation of the *Lodi Refrigerator/Freezer Recycling Program* (\$35,000);
- d) Recommend continuation of the *Lodi Energy Efficient Home Improvement Rebate Program* and the *Lodi Appliance Rebate Program* (\$200,000)

MEETING DATE: July 6, 2005

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt four resolutions authorizing the City Manager to allocate Public Benefits Program fund, and/or execute contracts for professional service organizations to assist in coordinating designated Public Benefit-funded programs as briefly identified below.

Lodi Solar Education Outreach Project: Allocate \$75,000 in Public Benefit Program funds to continue this energy education project for private and public school students and educators for the 2005-2006 fiscal year. The project funds the annual Lodi Solar Schoolhouse Olympics, teacher mini-grants for solar-related projects, and professional services provided by the Rachus Institute (this organization provides assistance to Electric Utility staff regarding renewable energy resources, such as solar and wind technology). Also by way of this Council action, a professional services contract with the Rachus Institute will be extended for the 2005-2006 fiscal year.

Lodi Electronic Waste Clean-Up Day: Allocate \$22,000 in Public Benefit Program funds for the next Lodi Electronic Waste Clean-Up Day event, scheduled for Saturday, August 20, 2005. The event provides Lodi residents with the opportunity to dispose of and recycle aging and energy inefficient computer monitors, computer hardware and television sets (commonly referred to as "electronic waste"). Also by way of this Council action, a professional services contract will be executed between the City of Lodi and Teris LLC/MSE Environmental to once again provide disposal and recycling services for this program.

Lodi Refrigerator/Freezer Recycling Program: Allocate \$35,000 in Public Benefit Program funds to once again provide Lodi residents with a recycling program for aging and energy inefficient refrigerators

APPROVED:

Blair King, City Manager

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July 6, 2005

Page 2 of 2

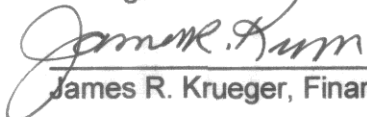
and freezers. The program, offered for the past several years, provides customers with a rebate of \$25 for the disposal and recycling of refrigerators and/or freezers. Also by way of this Council action, a professional services contract will be executed between the City of Lodi and JACO Environmental, Incorporated (JACO will provide all pick-up, disposal and recycling services for this program during the month of September, 2005).


Lodi Energy Efficient Home Improvement Rebate Program/Lodi Appliance Rebate Program:

Allocate \$200,000 in Public Benefit Program funds to extend for one year (fiscal year 2005-2006) these two energy conservation programs. The Lodi Energy Efficient Home Improvement Rebate Program provides specific rebates for air duct replacement, air duct repair, attic insulation, radiant barriers, whole house fans, attic fans, ceiling fans, and windows/shade screens/window tinting for residential customers. The Lodi Appliance Rebate Program provides specific rebates for energy efficient refrigerators, manual defrost freezers, energy efficient dishwashers, and energy/water efficient clothes washers.

FISCAL IMPACT: Public Benefits Program fund – budgeted for the fiscal year 2005-2006

FUNDING: 164605, 164607 – Public Benefits Program (Categories: Demand-side Management and Renewable Energy Resources)


James R. Krueger, Finance Director

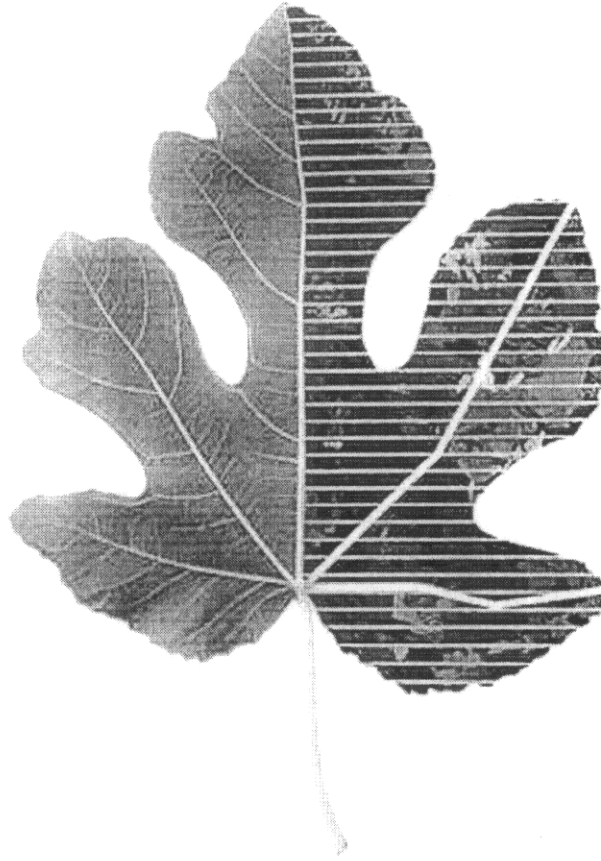

Alan N. Vallow
Electric Utility Director

PREPARED BY: Rob Lechner, Manager, Customer Service & Programs

ANV/RL/1st

c: City Attorney

'Solar Schoolhouse Lodi'



Presented to:
City of Lodi Electric Utilities Department
Lodi, CA

Prepared by:
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May 16, 2005

Solar Schoolhouse Lodi

Education Energized by the Sun

Background

Founded in 1998, The Rahun Institute is a 501c3 non-profit organization dedicated to the promotion of renewable energy and resource efficiency. Our efforts thus far have primarily been to promote the use of personal renewable power, ie. photovoltaics & small wind energy located at residential or commercial building sites. Activities have included: program support, workshops, presentations, exhibit design, website development, consultations, etc. The Rahun Institute does not sell renewable energy equipment nor receive commissions for the sales of any particular renewable energy equipment.

Solar Schoolhouse

The Solar Schoolhouse (SSH) is a statewide program under development by The Rahun Institute. The City of Lodi has been a key participant in the development of the program. Lodi is the first city to attempt a district-wide rollout of the program, following smaller pilot efforts in other communities. ***The overarching Goal of Solar Schoolhouse-Lodi is to increase Energy Literacy in schools and the community.***

Third year (2004-05) accomplishments for *Solar Schoolhouse Lodi* include:

- Three teachers attended the weeklong Summer Institute for Educators
- 255 Students participating in the Lodi Solar Schoolhouse Olympics [May 7th, 2005]
- Greater diversity in local participation for judges & volunteers at the Olympics, improving Lodi foundation.
- Enlisted assistance of local coordinator (Lynne Greulich) for Olympics and other logistics.
- Conducted Two Energy Smart Workshops for the community on topics of 'Energy Future' and 'Solar Power', averaging 60 attendees at each workshop
- Assisted with projects at several schools. Revision of school fountain project at 2 Lodi USD schools.
- Formed a Lodi Solar Schoolhouse Working Group, consisting of teachers actively integrating solar energy activities in their classrooms. Working Group to share their experiences in June 2005 with educational community.
- Co-sponsor of development of 'Your Solar Home' *Student Guidebook*, targeting grades 4-6, incorporating piloted lessons into complete guidebook.
- Conduct several Solar Primer workshops for teachers and resource specialist at LUSD Media Center.
- Lodi activities featured in inaugural Solar Schoolhouse Calendar for 2005

Second year (2003-04) accomplishments for *Solar Schoolhouse Lodi* include:

- One teacher attending the weeklong Summer Institute for Educators
- Expand outreach to middle and high schools
- Conduct 2 full day workshops – 1) Model Solar Home Building; and 2) Solar Fountain Design/Build.
- First Solar Schoolhouse Olympics May 15th.
- Olympics stimulates numerous after school solar energy clubs to work on projects.
- Co-sponsorship of development and creation of 'Your Solar Home' Video. Completion late May 2004.
- 'Your Solar Home' video distribution to all participating schools – late May 2004.
- Continued support for teachers developing classroom lessons based on Solar Cell & Solar Technology Kits.
- Develop solar project tip sheets for cars, model homes, fountains, ovens, sculptures.

- Develop connection between Photosynthesis and Photovoltaics as classroom connection. Fact sheet developed.

First year (2002-03) accomplishments for *Solar Schoolhouse Lodi* include:

- Conduct full-day teacher workshop for k-8 private schools in Lodi
- Conduct 2 full-day workshops for Lead Science (k-6) Teachers of Lodi Unified School District
- Conduct full-day solar car/fountain/pond project-based workshop for teachers
- Develop set of standards-based lessons for k-6 grade levels
- Provide Solar Technology Kits and Solar Cell Classroom Kits to LUSD and private schools
- Develop and provide Renewable Energy Resource Library for LUSD and private schools
- Assisted with special projects: Solar Cars at St. Anne's and Ecovillage at SDA.
- Develop and provide solar toolkit to Africa-bound Lodi teacher. Teacher will send updates on 1year teaching experience.

Project Status

Solar Schoolhouse Summer Institute – For educators from Lodi have attended the Solar Schoolhouse Summer Institute for Educators, over the past 2 years. The Summer Institute is a 5 day session of project building and hands-on activities, designed to provide educators a solid foundation for integrating solar energy projects in their classrooms. Dave Greulich returned to Lodi High and has done a great job getting other teachers interested and involved. Lynne Greulich has become our local event coordinator. Several additional Lodi educators will be attending the summer institute in 2005. More on the Summer Institute Experience is posted online at <http://www.solarschoolhouse.org/solareclips/2003.10/20031014-7.html> <http://www.californiasolarcenter.org/solareclips/2004.06/20040706-1.html>

Solar Schoolhouse Olympics (SSO). In an effort to attract new and *non-science* teachers to explore solar energy education and projects for their classrooms, the Solar Schoolhouse Olympics debuted successfully in Spring of 2004. In it's second year, the May 7th 2005 event attracted **255** student participants.

Guidelines have been developed which describe the events (model solar home, solar cooker, model solar cars, solar hot water heater, sculpture, solar fountain, art, public service announcement (PSA), solar comics). The Olympics have stimulated a lot of activity and interest in building projects and attracting non-science teachers. Event kits were developed and distributed free to teachers wishing to participate on a first-come/first-serve basis (example: solar module plus gears/wheels for the model solar car event). A webpage was set up to provide documents and tips for teachers of the Lodi program.

<http://www.solarschoolhouse.org/oldssh/ssolodi/ssolodi.html>

Several workshops were offered this past year to provide teachers a better sense of project building and solar energy basics, and to prepare them for working with their students.

Teachers have indicated that the Solar Schoolhouse Olympics provides a goal helping to motivate students to participate.

In 2005, a local coordinator (Lynne Greulich) was enlisted to help coordinate many of the local logistics. Lynne helped recruit volunteer judges from the community, worked on site logistics, delivered event kits, and much more. Additionally, an new game, called 'Who wants to be an Energy Expert?', was introduced to test students' knowledge of the topics. Questions were taken from the 'Your Solar Home' video. In future we could expand the question base to addition energy topics.

Participants are already talking about NEXT year, which is a good indicator that this event is on it's way to becoming a Lodi mainstay. In 2006, some minor improvements will be made to make the event go smoother. We plan on recruiting more schools to participate through early advertising, and scheduling workshops for teachers, consultations for students, and including testimonials from participating teachers.



Solar Schoolhouse Olympics



The winning Elementary division team from Victor Elementary

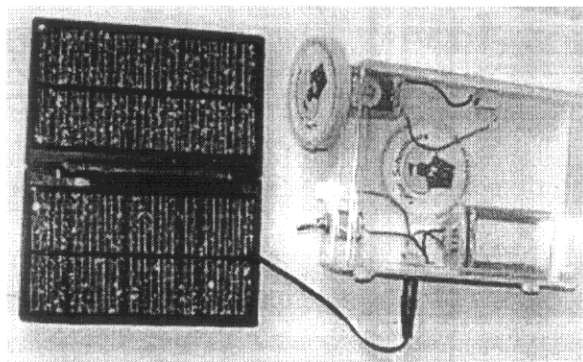
Teacher Workshops: A limited number of workshops were scheduled this year. We did connect with several new teachers and the lending library coordinator, Diane Siemers, from Lodi Unified's Intradistrict Media Center (IMC), providing a needed orientation on the kits available for teachers to check out. Teacher workshops continue to be a primary method of reaching a greater number of classrooms in an efficient manner. With input from Lodi Educators, a schedule of workshops will be established and distributed early in the school year.

Material Development: As with all Solar Schoolhouse projects, new materials evolve during the course of the year. In partnership with a few other co-sponsors, we completed an instructional video titled "*Your Solar Home – The Art and Science of Heating, Cooling, and Powering your Home with the Sun*". The video is intended to act as an introductory to the classroom, providing terminology and the basic scientific principles. Videos were distributed to schools in the Lodi area in Fall 2004. The YSH video provides a solid base for 4-6 grade science, teaching about thermal energy (conduction, convection, and radiation) as well as converting sunlight to electricity.

In 2005, we are working on a followup to the YSH video, tentatively titled "*Your Solar Home 2 – The Solar Decathlon – an adventure in true zero energy homes*". The Solar Decathlon (www.solardecathlon.org) is an event where 18 universities across the country are designing, building, and assembling Zero Energy Homes on the MALL in Washington DC for series of competitions. These homes all have the same goal, which is to be net zero energy consumers. Yet, they accomplish this goal in a variety of ways. Nowhere else can you find this diversity of true zero energy homes. A video and book will be produced by Rarus, documenting the homes, with a special focus on the team from Cal Poly San Luis Obispo, as the California representative. This new resource, together with the YSH video, will provide an excellent reference for students designing model solar homes. Final production is expected in January 2006. Copies will be available to Lodi Educators.

YSH – Student Guidebook – A guidebook is nearing completion. The guidebook is targeted toward 4th through 6th grade, providing a set of reading and activities, that all lead toward a culminating project – the model home. This guidebook is the result of piloting lessons in classrooms these past few years, and will provide a definitive resource for introducing solar energy education in the classroom. Expected availability is August 2005. Copies will be available to Lodi Educators.

In addition to the video, we have developed what we call the **Flip Cell Kit**, a solar charging device that includes a Lithium Ion rechargeable battery, a super bright white LED light, and a small motor & wheel for direct power demonstration of how solar cells work. A mini foldable solar module (hence the name flip cell), originally intended for the solar cell phone charging market, is included with the kit. Teachers attending the workshops assemble a kit, which they can then use for demonstration in their classrooms. In the process, they learn about polarity, volts, amps, standalone solar systems, and state-of-the-art battery and lighting technology. Additional curriculum lessons are being developed and provided to teachers: this includes project ideas for building simple measurement tools for assessing sun angle and solar intensity, then correlating data to explaining seasonal changes ('Reasons for the Seasons')



Flip Cell Solar Kit, with Lion battery and White LED light.

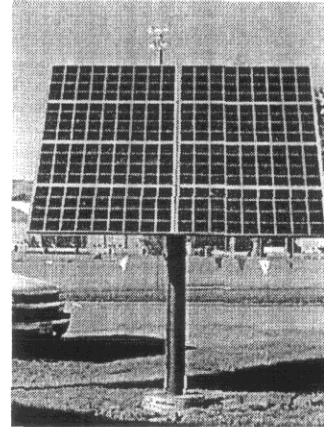
Project Description

Building upon the progress made these past 3 years (2002-05), several tasks are proposed for Year 4 of the program, designed to support the accelerated adoption of curriculum, expand the outreach to broader audience, and enhance the experience. Proposed tasks are described below.

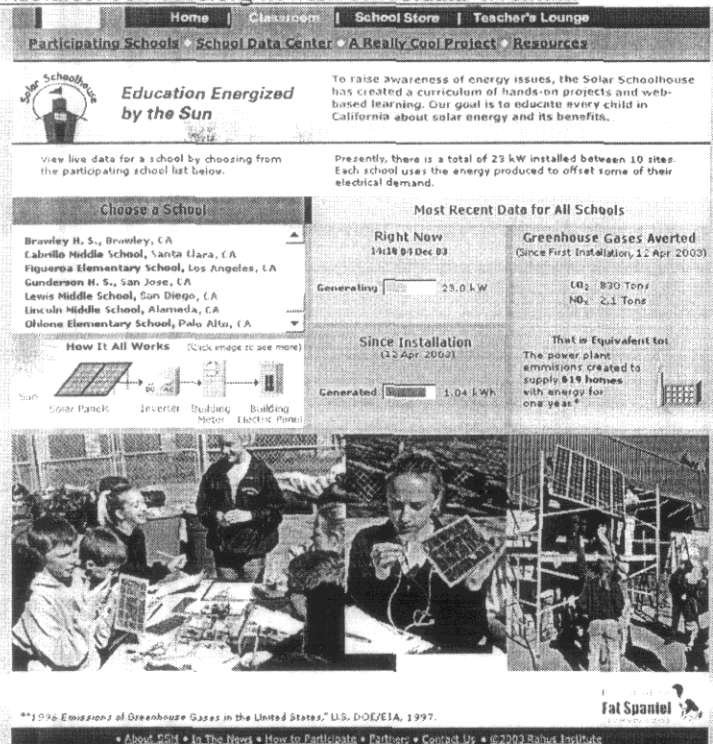
Task 1: 3 Grid-tie Solar Electric systems with Realtime monitoring—

A small (<1000watt) solar electric systems will be installed at the 3 winning Solar Schoolhouse Olympics schools. One Elementary, Middle and High School. Rahu is currently working to pre-certify a single pole mount design through the California Division of State Architect, the construction authority for k-12 schools in California. Rahu will work with the Lodi Unified facilities management to install the pole-mount systems.

A real-time monitoring system will record performance data and make the system accessible to students, teachers, and the community via the internet. Rahu, in collaboration with Fat Spaniel Technologies, has developed a set of interactive webpages to present the data. A low cost hardware solution makes this an affordable approach, such that there will be several systems which can be compared/studied in the local area. The web solution will maximize the educational value of these systems. In addition to their own school performance, students can compare with schools across the country. http://www.solarschoolhouse.org/newssh/schooldata_live.html



Grid-tie pole mount design for winning schools of Solar Schoolhouse Olympics '04



Main Data page for all schools with grid-tie solar electric systems.

Task 2. Energy Smart Workshops – Clean Energy Topics

Based on the great response to the first two Clean Energy topic workshops conducted in March and April 2005, Ralus will work with Lodi Electric to establish a regularly scheduled workshop/lecture series for the public. The series will be presented under the name 'Lodi Energy Smart Workshop' name, and is proposed as a means to bring a variety of subjects to the community of Lodi. Lectures will be held at Hutchins Street Square, typically once a month starting in September. Potential topics include: Wind Energy, Hydrogen Fuel Cells, Solar Electric for Commercial Applications, The Language of Energy, History of Solar Energy Use, Biodiesel – alternatives to gasoline, etc. Each workshop will have handouts, and a set of web resources for participants to explore the topic further.

The workshops are open to both community members and local students, providing an extension for students to explore additional topics not available at their schools. Several teachers have indicated that they would give students extra credit for attending the workshops. The Energy Smart Workshop series is an opportunity to create a dialogue with community members and provide a forum to learn and discuss energy topics and issues.

Task 3. Mini Grants

This year we will offer mini grants of \$1000 to Lodi Educators to help fund projects and activities they would like to implement at their schools. The grants will be awarded on competitive basis, early in Fall 2005. Educators will be required to provide a written assessment of their experiences at the end of the year. In this manner, new, effective and interesting activities and approaches, can be identified and shared with others in the area. A total of 8 mini-grants are proposed. Ralus will manage the solicitation and award process. Ralus will also provide assistance to the schools in form of consultation and/or assistance in finding materials.

Task 4. Enhance materials and provide additional support

Work with Lodi Unified School District and Lodi private schools to identify additional material needs to support the training initiated during school year 2005-06. Explore new approaches to reach greater numbers of teachers in the K-12 grade levels. Build upon the relationships that we've established to help make it an integral part of school curriculum.

4a. Your Solar Home – new guidebook and video# 2 – Complete the *Your Solar Home* Student Guidebook and distribute to Lodi Educators. Develop and produce the follow up to the 'Your Solar Home' video, *The Solar Decathlon Project*, highlighting the different strategies 18 real buildings used to heat, cool and power your home with the sun. Based on the university level competition occurring in Washington DC in Fall 2005. www.solardecathlon.org

4b. Field Trips – Develop field trip options for schools in the area. Potential Renewable Energy sites include: Wind turbines of Solano County, geothermal plant at the Geysers, Solar Electric facility, hydro power plant, fuel cell collaborative in Sacramento, etc. Ralus will research and document contacts for several field trip options that schools can choose to arrange themselves. We will offer to act as tourguide on this field trip.

4c. Lodi USD Intradistrict Media Center (IMC) - The IMC is a centralized 'library' of lab kits, books, and videos that teachers throughout LodiUSD can check out and use in their classrooms, for several weeks at a time. We have met with Diane Siemers of the IMC, and will work with her to better advertise to teachers what is available from the IMC. Diane also provides recommendations to teachers looking for suggestions. An improved catalog advertisement will be distributed at the beginning of the school year, together with the Solar Schoolhouse schedule.

4d. Video Tutorials for Curriculum and lab kits - Teacher feedback from year one indicated a need for video tutorials for curriculum and lab kits. Video tutorials posted online (and available on CD, VHS or

DVD) are designed to help teachers gain confidence in conducting lessons/labs with their class. We will develop video tutorials supporting K-12 solar energy lessons.

4e. Project Highlights – Identify and capture stories of teacher success with the curriculum & materials in the classroom. New and effective strategies for integrating the material can then be shared with other educators. We will write up 1-2 page success stories to distribute via website and via district mail.

Task 5. Lodi Solar Schoolhouse Olympics

This event is on it's way to becoming a Lodi mainstay event. 255 students participated in 2005. Interest continues to grow. The diversity in events allows schools to pick an event that they are interested in participating. For 2005-06, a new site is up for consideration, along with some new and modified events. Rahus will provide the guidelines, orientation, teacher/student support, free event kits, and conduct the event. A weekend date in May again the target, and will be determined by school start in August.

Task 6. Solar Schoolhouse Summer Institute 2004 Sly Park (Pollock Pines) -

Scholarships for up to 3 educators from Lodi Schools. Teachers attending this summer seminar will learn about the science and history of heating, cooling and powering our homes with the Sun. Participants will build solar cookers, model passive solar homes, solar electric cars/fountains, and conduct energy audits. We will visit several local low-energy, solar buildings to see these designs in practice. In addition to learning the science of proper building design (e.g. thermodynamics, electricity, seasonal changes) and how to fit these exercises into your curriculum, participants will walk away with practical knowledge that they can apply in their own lives. Integrating solar energy education into your curriculum can provide an element of excitement and hope for the future. Educators attending the summer session will continue to develop as mentors for other teachers at their school/district.

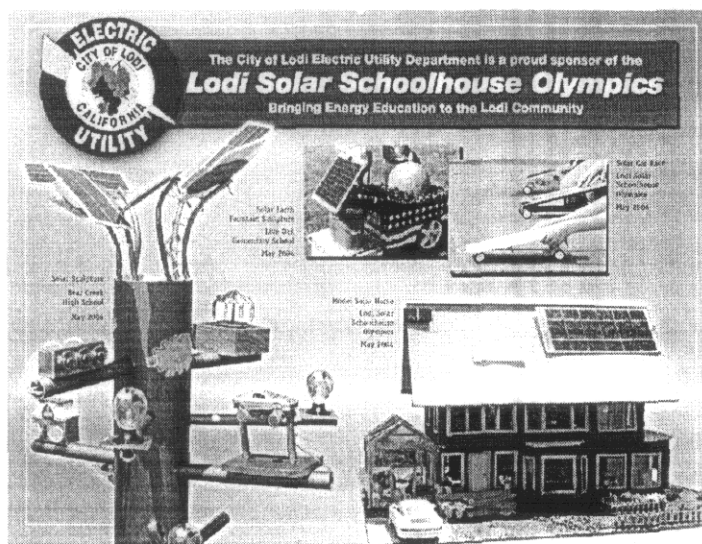
http://www.solarschoolhouse.org/ssh/ssh_sie2005.html

Task 7. Teacher training workshops

Our strategy for information dissemination continues to focus on a “train-the-trainers” approach. By conducting workshops for teachers we hope to provide them with a level of comfort with the subject, such that they take ownership and integrate these subjects into their classroom. In this manner, renewable energy becomes a default lesson (or lessons) at the school, and is not dependent on funding cycles. While we have made progress in reaching more educators this current year via workshops, we propose conducting 2 full-day workshops during FY05-06, to continue the momentum.

Task 8. Solar Schoolhouse

Calendar – As in 2005, feature Lodi activities in the 2006 Solar Schoolhouse Calendar. The calendar is produced via funding from many sponsors, including Lodi Electric, throughout California. Distribution will be to Lodi Educators and to educators throughout California.



Project Team

Primary Team members are:

Tor Allen, *The Rahun Institute*, Project Management, Creative, writing, Workshop Presentations, ... Tor has a background in developing educational information through Rahun and PG&E's Daylighting Initiative, providing experiences in creative development and contract management. Tor spent the past 10 years studying and teaching solar energy and renewable energy topics. He has an appreciation for what works through a year working for a solar contractor. At the Pacific Energy Center, Tor organized and taught a variety of solar courses on Building Integrated PV, solar design software, solar basics and green power. Tor has provided design & content for the SunPower posters, interactive displays, in addition to providing content for the www.californiasolarcenter.org website and publishing the monthly Solar e-Clips online newsletter. Tor has a M.S. and B.S. in Mechanical Engineering from the University of California, Santa Barbara.

Hal Aronson, Ph.D, *Presenter/Educational Development*

Hal develops curriculum on renewable and energy conservation and conducts training seminars for the Solar Schoolhouse program. In this capacity, Hal meets with teachers to ensure energy lessons are integral to school curriculum, and develops appropriate technology resource kits. Hal has been an adjunct professor at San Francisco State University since 1998, where he teaches courses in environmental sociology and social theory. Hal's work as a carpenter in the early 80's led to the design and construction of a passive solar off-grid home for his parents in the Santa Cruz area, providing a hands-on, real world experience that can be brought into the classroom. Hal holds a Ph.D. in environmental sociology, an M.A. in sociology, a single subject teaching certificate, and a B.A. in politics from the University of California, Santa Cruz.

John Perlin, *author/writer/lecturer*

John is the author of several books including; *From Space to Earth - The Story of Solar Electricity*, *A Golden Thread: 2500 Years of Solar Architecture and Technology*, and *A Forest Journey: The Role of Wood in the Development of Civilization*, in addition to authoring many other articles. John assists in curriculum development, lab design, and educational materials.

Clay Atchinson, *video development, workshop instructor, curriculum developer*

Clay has a strong knowledge of all aspects of solar design. Clay is the producer of Rahun's new 'Your Solar Home' video, providing animation, directing, writing, scripting, filming, and editing roles. Clay also teaches several solar energy classes at local community colleges.

Rahus –Solar Schoolhouse Contract

This contract between The City of Lodi (hereinafter “Lodi”) and The Rahus Institute (hereinafter “Rahus”) sets forth the terms and conditions under which Rahus will provide the services described herein. Lodi and Rahus agree as follows:

SCOPE OF SERVICES

Rahus agrees to perform a solar energy education program for Lodi in strict conformity with the terms and conditions of this contract. Rahus will provide the following services to Lodi under this agreement:

- Develop and distribute a menu of educational options to Lodi Schools at beginning of school year
- Organize and Conduct 3rd Annual Solar Schoolhouse Olympics- Spring 2006
- Help develop topics, speakers, and presentations for Lodi Energy Smart Workshop series.
- Co-sponsor development of Your Solar Home 2 video – documentation of the Solar Decathlon family of zero energy home designs – to compliment model solar home building exercise.
- Establish mini-grant program for teachers. Administer grant applications and distribution of funds.
- Provide project support in the classroom and via consultation with teachers.
- Enhance materials and provide additional support
- Draft and publish Project Highlights
- Enhance LUSD Media Center as distribution center of RE materials/kits.
- Continue work with LUSD to install 3 Solar Electric systems with real-time online monitoring
- Sponsor Educators to attend Solar Schoolhouse Summer Institute 2005
- Conduct 2 full day teacher training workshops
- Video Tutorials for Curriculum and lab kits
- Participate in the Annual Solar Schoolhouse Calendar, highlighting Lodi projects. Distribute to Lodi teachers.

TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2005 until June 30, 2006.

ADVERTISING, MARKETING, AND PUBLIC RELATIONS

Lodi and Rahus will share in the responsibility of any marketing and public relations associated with this project.

INSURANCE

Rahus agrees to maintain a \$1,000,000 general liability policy, vehicle liability policy, and workers compensation policy at all times for actions performed under this agreement. Lodi will be named co-insured/additionally insured on all policies.

CONTRACT PRICE AND TERMS

The overall budget for this project is not to exceed **\$75,000** through June 30, 2006. Rahus will be compensated for services rendered within 30 days of completion and final billing. Billing will be on a time and materials basis.

Hourly rates are as such:

Name	Position	Hourly Rate
Tor Allen	President Renewable Energy Specialist	\$85
Hal Aronson	Associate, Renewable Energy Educator	\$70
Liz Rush	Associate, Graphics & Web Design	\$85
Anne McFarlin	Associate, Graphics	\$85
Dena Allen	Education Specialist (Curriculum development, teacher workshops)	\$65
Clay Atchison	Associate, Instructor, Graphic Design, Video Specialist	\$70

Budget

Item	Budget
Solar Schoolhouse Olympics - includes coordinator, prizes, event kits, day of event support, pre-event classroom support	\$25,000
2 Grid tied Solar Electric Systems - includes realtime monitoring	\$15,000
Solar Schoolhouse Summer Institute for Educators sponsorships (qty 3)	\$3,000
Mini Grants for Educators (qty 8)	\$8,000
2 Teacher professional development workshops	\$6,000
Energy Smart Workshops - Renewable Energy topics - 5 events	\$10,000
Curricular and Technology material development - Your Solar Home 2 - Solar Decathlon Video & reference guide, Project Highlights, etc.	\$5,000
Lodi - Solar Schoolhouse Calendar 2006 - distribute to Lodi Schools	\$3,000
Total	\$75,000

COMPLIANCE WITH LAWS, PERMITS, AND LICENSES

Rahus shall maintain all applicable permits, licenses, and fees necessary to perform this contract. Rahus will also be responsible to ensure that any and all sub-contractors hired in connection with this contract maintain all applicable permits, licenses, fees, and insurances necessary to perform under the terms and conditions of this contract.

INDEMNITY CLAUSE

Rahus shall indemnify, defend, and hold harmless the City of Lodi, the City of Lodi Electric Utility, it's City Council, directors, officers, agents, and employees against all claims, loss, damage, expense, and liability arising out of or in any way connected with the performance of this contract and excepting only such loss, damage, or liability as may be caused by the intentional acts or sole negligence or the City of Lodi, and the City of Lodi Electric Utility.

AGREED AND ACCEPTED THIS ____ DAY OF ____ 2005

Tor E. Allen
President
The Rahus Institute

Manager, City of Lodi
Approved as to form:

Attorney, City of Lodi

AGREEMENT OF TERMS AND CONDITIONS FOR ELECTRONIC WASTE SERVICES

This Agreement, made and entered into as of the 24th day of June, 2005 by and between the City of Lodi, a California Municipal Corporation, hereinafter referred to as "Customer," and Teris LLC, dba MSE Environmental, 880 West Verdulera Street, Camarillo, California, hereinafter referred to as "MSE".

WITNESSETH:

WHEREAS, Customer has Electronic Waste, hereinafter referred to as "E-waste", and wishes the E-Waste to be packaged, transported and properly disposed;

WHEREAS, MSE is willing to accept certain types of Customer's E-waste and ensure that it is properly packaged, transported and disposed of according to the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 E-WASTE SERVICES

MSE shall ensure legal servicing, treatment and/or disposal of such types of E-waste listed on the attached Schedule "A" as requested by Customer. Schedule A may be modified if required by the parties' joint execution of an amendment. Services to be provided may include packaging, supplies, transportation, disposal of E-waste materials, and additional services as requested by Customer.

2.0 TRANSPORTATION

2.1 MSE shall be responsible for providing suitable means to transport the E-waste.

2.2 MSE shall prepare all shipping and collection documentation necessary to satisfy the reporting requirements of the Department of Toxic Substances ("DTSC") and comply with all applicable requirements of the United States Department of Transportation ("DOT") and the United States Environmental Protection Agency ("EPA") under the Toxic Substances Control Act ("TSCA"), the Resource Conservation and Recovery Act ("RCRA"), and all other Federal, State and local statutes, regulations and ordinances.

2.3 MSE or MSE's contracted transporter shall maintain in force and require all carriers it engages to carry vehicular liability insurance equivalent to that specified in Section 9.0 of this Agreement and shall, upon request, provide the other party with certificates of insurance evidencing such coverages.

2.4 Customer will provide satisfactory area, roadways and approaches to safely conduct mobile E-waste collection event.

3.0 RESPONSIBILITIES

- 3.1 MSE shall mobilize all manpower, equipment, materials and technical services required to perform mobile E-waste collection event.
- 3.2 MSE shall arrive on-site prior to collection hours and perform site set-up.
- 3.3 MSE shall unload, package, transport and dispose of E-waste collected from participant vehicles.
- 3.4 MSE shall demobilize after event completion and leave site clean.
- 3.5 MSE shall provide project summary and documents after completion of event.

4.0 WARRANTIES

- 4.1 MSE warrants that its services performed under this Agreement shall comply with all requirements of federal, state and local laws, regulations, and ordinances.
- 4.2 MSE warrants that all permits, licenses, authorizations, and approvals required for transportation of the E-waste by federal, state and local laws, regulations, and ordinances shall be in effect at the time of transportation.
- 4.3 MSE warrants that the containers MSE supplies comply with all laws, regulations or ordinances which may be applicable to the packaging or transportation of e-waste, including, but not limited to DOT regulations.

5.0 INDEMNIFICATION AND SUBROGATION

5.1 MSE agrees to indemnify, hold harmless and defend Customer, its officers, directors, shareholders, agents, employees and affiliates, from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by

- (i) MSE's breach of any term or provision of this Agreement;
- (ii) the failure of any warranty of MSE to be true, accurate and complete; or
- (iii) any negligent, intentional or willful act or omission of MSE or its employees, subcontractors, agents, officers, directors, shareholders or affiliates.

5.2 Customer agrees to indemnify, hold harmless and defend MSE, its officers, directors, shareholders, agents, employees and affiliates, from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which MSE may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of

governmental laws, regulations or orders, to the extent that such damage was caused by

- (iv) Customer's breach of any term or provision of this Agreement;
- (v) the failure of any warranty of Customer to be true, accurate and complete; or
- (vi) any negligent, intentional or willful act or omission of Customer or its employees, subcontractors or agents.

5.3 With respect to any claim for indemnification, the party claiming a right to indemnity shall:

- (i) give written notice of the claim within a reasonable period following the event or occurrence and identify the basis of the indemnification asserted; and
- (ii) allow the other party (including its employees, agents, insurers and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, physical evidence and chemical analyses and taking such other steps as may be necessary to preserve evidence of the event or occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming such right shall forfeit that right and assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

5.4 MSE agrees to indemnify, save harmless and defend Customer from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of any violation by MSE in its transportation, treatment, storage or disposal of the E-waste listed on the Schedule A and/or Quotation, including, but not limited to, violations resulting from the intentional or negligent act or omission of MSE, its officers, employees, agents, and/or contractors.

6.0 CHARGES AND FEES

6.1 MSE's charges for its services pursuant to this Agreement are set forth in Schedule "A".

6.2 When possible, MSE shall weigh all containers, prior to transporting and record the weight on shipping documents. Invoices will be based upon per pound pricing as provided in Schedule "A".

7.0 PAYMENT

Each invoice for E-waste received by MSE and/or services provided to Customer shall be paid, net terms, by Customer within thirty (30) days from Customer's receipt of invoice. Invoices not paid when due shall accrue interest at the rate of one percent (1 %) per month from the due date.

8.0 TERM

8.1 This Agreement shall commence on the date first above written and shall continue in full force and effect until December 31, 2005.

8.2 This Agreement may be terminated without cause at any time by either party providing the other party with at least thirty (30) days prior written notice of termination. Should this Agreement be terminated by either party, MSE shall be responsible for removing any and all equipment and/or materials associated with this Agreement and collected during the course of performing E-waste collections at Lodi, CA. Customer shall be responsible for payment of fees for final services as listed in Schedule "A".

9.0 INSURANCE

MSE shall have in effect and shall maintain for the term of this Agreement the following insurance:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM POLICY LIMITS</u>
Worker's Compensation	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
General Liability	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Contractors Pollution/Professional Liability	\$5,000,000 limit

MSE shall provide notice to Customer of any changes in coverage limits, cancellation or termination of coverage and will provide certificates of insurance concurrently with the execution of this Agreement. Customer shall be named an additional insured under MSE's insurance policy.

Such insurance as afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional insured insofar as work performed by the insured under written contract with the City of Lodi, with the exception of Worker's Compensation. This endorsement shall be on the form furnished by the City and shall be included with the Contractor's policies.

10.0 GENERAL PROVISIONS

10.1 In the performance of this Agreement, MSE is an independent contractor.

10.2 Each party grants the other, its agents and employees, during the term of this Agreement, reasonable access to the other party's facilities for purposes of fulfilling obligations under this Agreement. Each party agrees to comply with reasonable safety standards adopted by the other while on the other's premises. Each party further agrees to protect and hold confidential technologies observed while on the other's premises. MSE agrees to protect and hold confidential all non-public data on E-waste received from Customer, unless legal or regulatory requirements mandate disclosure. MSE and Customer agree to protect and hold confidential all non-public information concerning the other party's business, operations, technologies, formulas, procedures, processes, methods, trade secrets, ideas, improvements, plans, programs, plants, equipment or customers.

10.3 This Agreement constitutes the entire Agreement between MSE and Customer, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on MSE or Customer unless in writing and signed by both parties.

10.4 California law governs the interpretation and enforcement of this Agreement.

11.0 DEFAULTS

11.1 Except as provided in Section 11.2 herein, if, during the term of the Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected.

11.2 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, and cause or causes beyond the reasonable control of the party affected provided that a prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. Performance hereunder shall be suspended only for the amount of time reasonably necessary to remove such cause or causes which result in the delay.

12.0 DRUG/ALCOHOL/SUBSTANCE POLICY

MSE adheres to and maintains a drug/alcohol/substance free workplace, and has implemented the appropriate steps to monitor and address any such employee violations of this policy.

13.0 NOTICE

Any notice required to be given by the terms of this Agreement shall be delivered in writing by hand or United State Postal Service, first class mail to at the following; or to such other address for either party as that party may, by notice, designate.

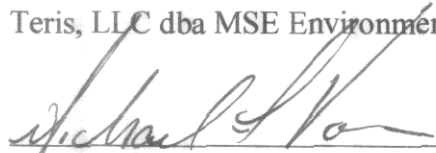
Teris LLC, dba MSE Environmental.
880 West Verdulera Street
Camarillo, CA 93010

CITY OF LODI
1331 South Ham Lane
Lodi, CA 95242

IN WITNESS WHEREOF, MSE and Customer have each caused this agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED:

Teris, LLC dba MSE Environmental



Michael Vona, HR Manager

DATE 6-24-05

ACCEPTED:

City of Lodi

Manager, City of Lodi

DATE _____

Attorney, City of Lodi



SEAL OF CITY LODI CLERK

ALL INCLUSIVE PRICING

MSE will provide all of the services above for at prices detailed in Schedule "A" not to exceed \$25,000.00. These prices are based on per pound pricing for all labor, equipment, transportation and recycling. This all inclusive pricing method facilitates easy cost tracking and allows MSE to share in the risk of volume variability that is common with these programs.

Schedule A

CRT Devices (Computer Monitors, Televisions)	*N/C
Electronic Peripherals (printers, mice, keyboards)	\$0.25/lb
Computer Processing Units	\$0.25/lb
Mobilization	\$3,500.00

* MSE, as an approved collector under SB 20 is also eligible for re-imbursement of \$0.20/lb to collect the CRT units. This new legislation allows MSE to significantly reduce the cost of managing this collection event for the City of Lodi. Although the State of California has assured vendors these funds will be available as of January 1, 2005, to date there are no State approved recyclers or collectors.

We trust that this proposal satisfies your current requirements. If you agree with the proposal above please review and sign the attached Terms and Conditions that will apply to this project and return at your earliest convenience. Should you have any questions or require clarification on any point, please do not hesitate to call. The MSE team looks forward to working with you on this very important project.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2DATE
06/13/2005

PRODUCER 877-945-7378 Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Teris, LLC and all operations of Insured Suite 2025 17300 N. Dallas Pkwy Dallas, TX 75248		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Liberty Mutual Insurance Company	23043-201
		INSURER B: Quanta Specialty Lines Insurance Company	11446-001
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	641434917035	3/1/2005	3/1/2006	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2641434917015	3/1/2005	3/1/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 64D434917045	3/1/2005	3/1/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	OR,WI 641434917055	3/1/2005	3/1/2006	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B		OTHER Contractors and	2000-313	3/1/2005	3/1/2006	\$25,000,000. Limit
B		Professional Liability Pollution Liability	2000-312	3/1/2005	3/1/2006	\$50,000,000. Limit

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional insured insofar as work performed by the insured under written contract with the City of Lodi, with the exception of Worker s Compensation.

CERTIFICATE HOLDER

City of Lodi Attn: Kirk Evans 1331 South Ham Ln Lodi, CA 95242	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Taren A. Chambers</i>
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY ENDORSEMENT
(Occurrence Form)

This Amendatory Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

L. AMENDMENT - BLANKET ADDITIONAL INSURED

SECTION II - WHO IS AN INSURED is amended to include as an insured any person, organization, state or other political subdivision, trustee or estate for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "personal injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person, organization, state or other political subdivision, trustee or estate for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

J A C O

Environmental

REFRIGERATOR RECYCLING CONTRACT

This contract between The City of Lodi (hereinafter "Lodi") and JACO Environmental, Inc. (hereinafter JACO) sets forth the terms and conditions under which JACO will provide the services described herein. Lodi and JACO agree as follows:

SCOPE OF SERVICES

JACO agrees to perform a refrigerator/freezer recycling program for Lodi in strict conformity with the terms and conditions of this contract. JACO will provide the following services to Lodi under this agreement:

- JACO will provide a toll-free number and a website for customer registration. The toll-free number (877-577-0510) will be answered from 8-5 Monday-Friday and 9-1 on Saturday. The website (www.appliancerecycling.com) will be available 24 hours a day/7 days a week.
- JACO will book pickup schedules in either a.m or p.m slots on the day the customer choose. Exact times cannot be given. Collection operations will be Monday-Saturday. Sundays will not be scheduled. JACO phone operators can field calls in 5 languages and the hearing impaired.
- Refrigerators and freezers will be picked up at the customer's home on the scheduled date. The 2-man collection crew will complete a triplicate information form (to be designed and furnished by JACO with Lodi approval) and have the customer sign it. They retain a copy for their records and as a receipt for the incentive payment.
- Appliances will be taken to the truck for disabling. The power cord is cut, the cold control is smashed, gaskets are removed, and red Xs are sprayed on the side to indicate the unit is not to be resold.
- The corresponding number from the triplicate data form is written on the side for tracking purposes. The appliance is then loaded into the truck for delivery to the Hayward, CA. recycling facility. All trucks are modern 18'-24' diesels with lift gates, cell phones, and 2-way radios. They will be signed with the JACO logo and the 800 number. Lodi can include their logo if desired.
- If the customer is not home a door tag will be placed on the doorknob with a number to call and reschedule.
- If the customer does not speak English the crew will tie them into the JACO call center and a translator will assist with the transaction.

- Non-working units will not qualify for incentive payments but will be recycled at no charge to the customer, however they must provide proof that they are a Lodi customer by presenting an electric bill.
- The recycling process will include refrigerant evacuation and recycling, compressor oil recycling, PCB destruction as hazardous waste, and recycling metals, glass, and plastics. Polyurethane insulation containing CFC-11 will be removed and destroyed leaving no harmful by-products.
- JACO will provide documentation for all recycling and destruction operations to Lodi within 30 days of contract completion.

TERM OF AGREEMENT

The term of this agreement shall be from September 1, 2005 until September 30, 2005. The phone center will begin customer registration on August 15, 2005 and will schedule collection operations to begin on September 1, 2005. Collection and recycling will extend for no more than 30 days from the September 1, 2005 beginning date or until the budget is expended.

ADVERTISING, MARKETING, AND PUBLIC RELATIONS

All advertising, marketing, and public relations will be the sole responsibility of Lodi, which includes all costs associated with the campaign. JACO agrees to provide consulting services and allow Lodi to use the JACO print ad for the term of this contract. Lodi agrees to place the JACO logo in all print ads. JACO will provide Lodi with velox templates for these ads.

INSURANCE

JACO agrees to maintain a \$2,000,000 general liability policy, vehicle liability policy, and workers compensation policy at all times for actions reformed under this agreement. JACO will also maintain a \$1,000,000 environmental impairment liability policy at all times for actions performed under this agreement. Lodi will be named co-insured/ additionally insured on all policies.

JACO agrees to provide Lodi with a certificate of insurance indicating required coverages and designating Lodi as additional insured. The Certificate of insurance provided by JACO shall be endorsed to state the City of Lodi, the City of Lodi Electric Utility, its City Council, directors, boards, commissions, officers, agents and employees are additional insured's. Said insurance policy shall also be endorsed to include the following language: "Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by the endorsement".

CONTRACT PRICE AND TERMS

JACO will be compensated for their services within 30 days after completion and final billing. The cost to Lodi is as follows;

\$110.00 for each working appliance that is picked up at a customer's home as a result of an appointment made by the JACO call center or on the website. The maximum will be 200 units or \$29,000.00.

JACO will not be responsible for paying or dispersing incentive payments to Lodi customers under this agreement.

COMPLIANCE WITH LAWS, PERMITS, AND LICENSES

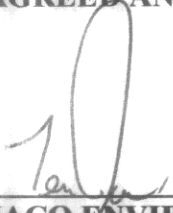
JACO shall maintain all applicable permits, licenses, and fees necessary to perform this contract. JACO will also be responsible to ensure that any and all sub-contractors hired in connection with this contract maintain all applicable permits, licenses, fees, and insurances necessary to perform under the terms and conditions of this contract.

JACO shall prepare all shipping and collection documentation necessary to satisfy the reporting requirements of the Department of Toxic Substances Control (DTSC) and comply with all applicable requirements of the United States Department of Transportation (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), and all other Federal, State of California and local statutes, regulations and ordinances, as may be applicable for the services provided by JACO under the terms of this contract. JACO will also be responsible to ensure that any and all sub-contractors hired in connection with this contract will comply with the above-described environmental requirements, as may be required and applicable to the services provided by such sub-contractors.

INDEMNITY CLAUSE

JACO shall indemnify, defend, and hold harmless the City of Lodi, the City of Lodi Electric utility, its City Council, directors, officers, agents, and employees against all claims, loss, damage, expense, and liability arising out of or in any way connected with the performance of this contract and excepting only such loss, damage, or liability as may be caused by the intentional acts or sole negligence of the City of Lodi, and the City of Lodi Electric Utility.

AGREED AND ACCEPTED THIS _____ DAY OF _____ 2005.



JACO ENVIRONMENTAL, INC.
TERRY JACOBSEN
PRESIDENT

MANAGER, CITY OF LODI

ATTORNEY, CITY OF LODI


SEAL OF CITY OF LODI CLERK

RESOLUTION NO. 2005-137

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO ALLOCATE \$22,000 IN PUBLIC BENEFITS
PROGRAM FUNDS FOR THE ELECTRONIC WASTE CLEAN-UP DAY
AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES CONTRACT WITH TERIS LLC/MSE
ENVIRONMENTAL TO PROVIDE DISPOSAL AND RECYCLING
SERVICES FOR THIS PROGRAM

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the
City Manager to allocate Public Benefits Program funds for Lodi's third annual Electronic Waste
Clean-up Day in the amount of \$22,000.00; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute a
Professional Services Contract with Teris LLC/MSE Environmental to provide disposal and
recycling services for this program.

Dated: July 6, 2005

=====

I hereby certify that Resolution No. 2005-137 was passed and adopted by the Lodi City
Council in a regular meeting held July 6, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and
Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk

RESOLUTION NO. 2005-138

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO ALLOCATE \$35,000 IN PUBLIC BENEFITS
PROGRAM FUNDS FOR THE LODI REFRIGERATOR/FREEZER
ENVIRONMENTAL RECYCLING PROJECT AND FURTHER
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH JACO ENVIRONMENTAL INC. TO MANAGE THE PROJECT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to provide a Public Benefits Program grant in the amount not to exceed \$35,000.00 to fund the Lodi Refrigerator/Freezer Environmental Recycling Project; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute a contract with JACO Environmental Inc. to manage the project; and

BE IT FURTHER RESOLVED that this program shall conclude when funds are exhausted.

Dated: July 6, 2005

=====

I hereby certify that Resolution No. 2005-138 was passed and adopted by the Lodi City Council in a regular meeting held July 6, 2005 by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

RESOLUTION NO. 2005-139

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXTEND FOR ONE (1) YEAR THE
LODI ENERGY EFFICIENT HOME IMPROVEMENT REBATE
PROGRAM AND THE LODI APPLIANCE REBATE PROGRAM
AND FURTHER AUTHORIZING THE CITY MANAGER TO
ALLOCATE \$200,000 TO FUND THE PROGRAMS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
authorize the City Manager to extend for one (1) year the Lodi Energy Efficient Home
Improvement Rebate Program and the Lodi Appliance Rebate Program; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to
allocate \$200,000 to fund the programs.

Dated: July 6, 2005

=====

I hereby certify that Resolution No. 2005-139 was passed and adopted by the Lodi City
Council in a regular meeting held July 6, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and
Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

RESOLUTION NO. 2005-140

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO ALLOCATE \$75,000 IN PUBLIC BENEFITS PROGRAM
FUNDS TO EXTEND THE LODI SOLAR EDUCATION OUTREACH
PROJECT AND FURTHER AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH THE RAHUS INSTITUTE
TO ASSIST IN ADMINISTERING ELEMENTS OF THIS PROGRAM

=====

WHEREAS, the state has mandated that beginning January 1, 1998, the City of Lodi is obligated to fund various programs through a Public Benefits Charge (PBC) based on an historical electric revenue requirement; and

WHEREAS, the requirement amounts to approximately \$1 million per year that must be dedicated to qualifying programs such as energy efficiency. A further stipulation is that these efforts must be done on the customer's side of the meter in order to qualify; and

WHEREAS, the City of Lodi's Public Benefits Program is comprised of four segments or customer groups: commercial/industrial, residential, community/non-profit, and municipal; and

WHEREAS, for the past three years, the City of Lodi Electric Utility has maintained a solar education outreach program utilizing Public Benefits funds; and

WHEREAS, for the 2005-06 fiscal year program, Electric Utility staff will again assign The Rahus Institute with the responsibility of coordinating the annual Lodi Solar Schoolhouse Olympics and expand the in-classroom activities component of the Lodi Solar Education Outreach Project; and

WHEREAS, the goal for the upcoming fiscal year is to provide 10 to 15 specialized or tailored projects regarding solar technology to educators and their students at school sites (the utility refers to these specialized projects as teacher mini-grants; teachers may apply for a grant of up to \$1,000 for a specialized solar-related project via this program). These projects may include the construction of solar-powered fountains, solar model race cars and/or boats, field trips to designated renewable energy sites solar farms, and more; and

WHEREAS, The Rahus Institute will assist Electric Utility staff in designated presentations regarding solar, wind, and other emerging technologies at our regularly scheduled Lodi Energy Smart Workshops during the 2005-06 fiscal year; and

WHEREAS, Electric Utility staff respectfully recommends approval of this contract and the extension of the *Lodi Solar Education Outreach Project* as a qualifying component of the City of Lodi Public Benefits Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to allocate Public Benefits Program funds in the amount of \$75,000.00 to fund the Lodi Solar Education Outreach Project; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute a contract with The Rahus Institute to assist in administering elements of this program.

Dated: July 6, 2005

=====

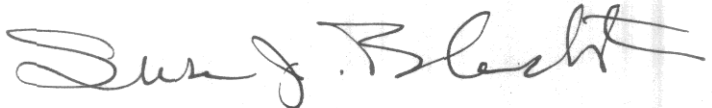
I hereby certify that Resolution No. 2005-140 was passed and adopted by the Lodi City Council in a regular meeting held July 6, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, and Mounce

NOES: COUNCIL MEMBERS – Johnson and Mayor Beckman

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

A handwritten signature in black ink, appearing to read "Susan J. Blackston", with a stylized flourish at the end.

SUSAN J. BLACKSTON
City Clerk